

State of Hawai'i
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of State Parks
Honolulu, Hawai'i 96813

November 19, 2009

Board of Land and Natural Resources
State of Hawai'i
Honolulu, Hawai'i

SUBJECT: Resubmittal of Curatorship Agreement for 12-acre Portion of Keolonahihi
State Historical Park, North Kona, Island of Hawai'i

A curatorship agreement for Keolonahihi State Historical Park (SHP) was initially brought before the Board of Land and Natural Resources on June 27, 2008. Several families with cultural ties to the Keolonahihi area approached State Parks in 2003 and expressed an interest in clearing the vegetation as a first step to restoring the site. They also wished to provide educational programs by having schools and community groups participate in this project. A number of meetings were held between State Parks and the families between 2004 and 2008 to discuss the curator program and how a volunteer agreement might be established. The execution of an agreement was delayed as families discussed the details of the agreement and how they wished to organize and be represented in the agreement document.

When the agreement was presented to the Land Board in 2008, the agreement was to be with the individuals and families as they had not formally organized into a group or organization. Testimony provided to the Land Board at the June 27, 2008 meeting by members of Kanuha family requested that the Betty C. Kanuha Foundation be named as a signatory on the agreement. As a not-for-profit organization, the Betty C. Kanuha Foundation would provide an organizational framework and a means of accepting donations to support the work at Keolonahihi. The Land Board directed State Parks to amend the curatorship agreement to include a signature line in the agreement for the Betty C. Kanuha Foundation and said that the revised agreement would be subject to final approval by the Land Board and the Department of the Attorney General.

In compliance with the Land Board's amendment, the agreement was revised and shared with all the interested parties. Chair Laura Thielen followed up with a meeting at Keolonahihi on July 10, 2008 to discuss the revisions and any other concerns. The individuals and families said they would meet and discuss the revised agreement amongst themselves. State Parks made the agreement available for signature on August 11, 2008 but individuals and families indicated that they had not met to discuss the agreement and were not ready to sign.

Another version of the agreement was recently presented to State Parks on behalf of the Kanuha family. State Parks shared this version with the interested parties along with a request that those still interested in participating in the agreement contact State Parks. The agreement calls for all parties will work under the guidance of the Curator Coordinator (Managing Director) who will coordinate projects with State Parks to insure that the guidelines established in the agreement are followed.

Background

Keolonahihi SHP encompasses 30 acres on the *mauka* and *makai* sides of Ali'i Drive in the *ahupua'a* of Holualoa 4 in North Kona on the island of Hawai'i. The 12 acres on the *makai* side of Ali'i Drive were acquired by the State in 1980 to protect and preserve the significant archaeological and cultural sites associated with one of the seven royal centers of Kona, circa A.D. 1600. In 1998, a 16-acre parcel on the *mauka* side of Ali'i Drive encompassing the Keakealaniwahine complex was donated for inclusion into the historical park. Another 1.25-acre parcel adjacent to the Keakealaniwahine complex was acquired in 2006. A Management Plan and Environmental Impact Statement were prepared in 1997 for the *makai* portion of the park, but funding has not been available to update these documents to include the other 18 acres acquired since 1997. Therefore, the curatorship agreement only addresses the 12 acres.

In 2007, State Parks expressed concern about the ongoing clearing work at the site without an agreement and confirmed with the families that they were still interested in an agreement. Chairperson Laura Thielen met with the families at the site on March 30, 2008 and recommended that all families be given the opportunity to be named and sign the agreement as the best way to move an agreement forward. The agreement between the families of Keolonahihi and the Division of State Parks will be for a 3-year term and each year, an opportunity will be given to individuals and families to sign onto the agreement if they should choose not to do so upon the initial execution of the agreement.

RECOMMENDATION:

The revised curatorship agreement recognizes the Betty C. Kanuha Foundation as a curator and gives families associated with Keolonahihi an opportunity to participate as volunteers and advisors. The signature page on the agreement does not name these volunteers as State Parks is uncertain who will choose to sign the agreement. Per the June 27, 2008 Board approval, the agreement is still subject to final approval by the Attorney General.

Respectfully submitted,



DANIEL S. QUINN
State Parks Administrator

APPROVED FOR SUBMITTAL:



LAURA H. THIELEN, Chairperson

Attachment: Revised Curatorship Agreement

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF STATE PARKS

CURATORSHIP AGREEMENT

THIS AGREEMENT, executed on the respective dates indicated below, is effective as of _____, 2009, between the STATE OF HAWAII (hereafter "State"), through its Chairperson of the Board of Land and Natural Resources (BLNR), and through its Department of Land and Natural Resources ("DLNR"), Division of State Parks ("State Parks"), whose address is 1151 Punchbowl Street, Honolulu, Hawaii 96813, and the Betty C. Kanuha Foundation and the families and individuals as indicated by their signature on the pages attached to this agreement, (also referred herein as "CURATOR"). Individuals as indicated by their signature under the Volunteers/Advisors on the pages attached to this agreement hereinafter shall be referred to as Volunteers/Advisors to this curatorship agreement. Serving as the ~~Curator Coordinator~~ Managing Director for this agreement is Clement Kanuha Jr. whose address is 73-4387 Kalaoa Street, Kailua-Kona, Hawai'i 96740.

INTRODUCTION

Families and individuals with lineal and cultural ties to the sites known as Ka Lua O Ka Lani, Keolonāhihi, and Keākealaniwahine have stepped forward to care for this site. For these families, their very existence as original native people of Hawai'i began at Keolonāhihi and therefore, inherently interconnects and bonds generations of *kanaka maoli* to the profound sanctity and cultural ambiance of this *wahi kapu* (sacred place). At this site, the families will educate themselves, their children and future generations of *kanaka maoli* in cultural traditions, protocol, and *'aha ho'omana na mea a pau* (gathering of all spiritual powers and religious traditions past, present, and future).

The Betty C. Kanuha Foundation was established as a charitable, not-for-profit organization in 2001 and is recognized as a private grant funding foundation. The Foundation has sponsored numerous sports and education events for the youth of Hawai'i Island. The Articles and By-Laws of the Foundation allow for tax-deductible donations that will support projects addressed in this agreement.

This Agreement establishes the Betty C. Kanuha Foundation, ~~families, and individuals~~ as the CURATOR of the Keolonāhihi complex (12-acres) within Keolonāhihi State Historical Park (SHP), North Kona, Island of Hawai'i (TMK: 7-7-04: 12, 51, 52; Attachment 1) for the

purposes of assisting with the care, maintenance, management of the historic sites and cultural resources in this area. Serving as the Managing Director for this curatorship agreement on behalf of the CURATOR and Volunteers/Advisors for the term of this curatorship agreement shall be Clement Kanuha Jr.

The STATE, through the Department of Land and Natural Resources (DLNR), is the owner of Keolonāhihi SHP and has absolute and ultimate authority over all activities, including management, care, planning, maintenance, and restoration within the site. DLNR's Division of State Parks, hereinafter referred to as State Parks, manages Keolonāhihi SHP for the DLNR. The staff of State Parks shall coordinate in partnership with the Managing Director to oversee the operations and activities of the ~~Curators~~ Volunteers/Advisors for compliance with this agreement.

The ~~Curators~~ undersigned Volunteers/Advisors of this initial curatorship will work with State Parks in fulfilling the planning and compliance requirements needed to implement these management and interpretive initiatives. They will rely on the technical expertise and historical resources of State Parks and the State Historic Preservation Division as they assume the responsibilities of curator. The ~~Curators~~ Managing Director as well as all Volunteers/Advisors will perform all duties and responsibilities without pay from the State of Hawai'i.

BACKGROUND

The Keolonāhihi complex is defined today as a 12-acre parcel on the *ma kai* side of Ali'i Drive that was separated from the 16-acre Keākealaniwahine complex by the construction of Ali'i Drive in the 19th Century. Together, these complexes comprise the Hōlualoa site that was one of the seven (7) chiefly centers in Kona in the pre-contact period.

The importance and cultural significance of the Hōlualoa site is undisputed and the only one of its kind in the world. Its significance was summarized in the Cultural Management Report prepared in December 1982 by the Kamoa Point Advisory Committee:

This temple of genealogy was founded at the very beginning of the traditional ruling dynasty of Hawai'i. Twenty-two (22) generations before Kamehameha a mighty voyaging priest Pa'ao arrived from the South Pacific and enlisted Pili Ka'aiea, a prince of the most royal blood and installed him as ruler and founder of the dynasty from which all subsequent rulers were descended. The cornerstone of the ruling dynasty was the heiau complex at Kamoa Point, built by Pa'ao's daughter (or niece) Keolonahihi. Keakealaniwahine was a descendant of Pili Ka'aiea, eighteen (18) generations removed, of who John Papa I'i wrote ". . . there was no other chiefess her equal . . .", a woman of such power that she was entitled to offer human sacrifices on six (6)

major luakini on the island of Hawai'i and the only woman who ruled the entire island before the establishment of the monarchy by Kamehameha I. She formed the dynasty from which all subsequent mo'i (kings) of Hawai'i claimed descent until the overthrow of the monarchy in 1893. She had the power to invest the power of rulership in others, symbolized by the investiture of the feather sash – the same sash now on display at the Bishop Museum. Her power of decision over rank, privilege and heraldry marks her as the paramount chiefess of ancient Hawai'i, giving tremendous importance to the Keolonahihi complex at Kamo Point. This significance was confirmed by Kamehameha I when he selected the site as sanctuary for his war god Ku-ka-ili-moku, the feathered image which had been carried into his battles.

In 1993, Pualani Kanaka'ole Kanahele prepared a report entitled Conceptual Plan form the Perspective of the Hawaiian Community: Keolonāhihi State Historical Park. In this report, she shared the following about the function and importance of Keolonāhihi:

Keolonāhihi is a cultural site displaying a very comprehensive family cycle. The purpose was to 1) encourage procreation, 2) recognize the life cycle from conception to birth, 3) promote religious teachings, 4) sex education, 5) training for war, 6) mating expectation, 7) making political decisions, 8) promote Ali'i's responsibility for maintaining bloodlines, 9) promote responsibility of passing on traditions and knowledge, and 10) promote final preparation of the chief's bones for burial and deification.

The lifestyle described above is not so different from the obligations of life today. Although ali'i who occupied and utilized Keolonāhihi have been replaced by modern native Hawaiians influenced by multi-cultural contact, it is pertinent to understand that native Hawaiians recognize and honor those past practices and values by becoming practitioners themselves in this time period.

THE AIM OF THE STATE OF HAWAII'S CURATOR PROGRAM

The aim of the curator program developed by the Division of State Parks and the State Historic Preservation Division is to:

1. Better maintain significant cultural and natural resources and protect them from vandalism, natural factors, and unintentional human actions that will damage these resources.
2. Provide the State's citizens greater access to view and understand the importance of Hawai'i's natural and cultural resources, and their significance to the State's past history.

THE AIM OF THE CURATORS-VOLUNTEERS/ADVISORS

It is the desire of the CURATOR to fulfill the aims of the curator agreement for the Keolonāhihi complex, to protect and mālama, nurture the sites under its kuleana (responsibility) and to facilitate public access for all the State's citizens.

Under the coordination of the CURATOR, the Volunteers/Advisors may disseminate information and install interpretive devices on the site only after consultation and approval of

State Parks. They may undertake site improvements that are covered in this agreement or in later amendments to the agreement.

1. Preserve and *mālama* the '*aha, ho'omana, na mea a pau*, of Keolonāhihi and Keākealaniwahine (Ka Lua O Ka Lani) in consultation and with approval of State Parks.
2. Establish and implement appropriate cultural protocols pertaining to access and activities within Keolonāhihi and Keākealaniwahine (Ka Lua O Ka Lani).
3. Protect our ancestor's *iwi* within Keolonāhihi and Keākealaniwahine (Ka Lua O Ka Lani) in a manner consistent with inherent rights of descendants, cultural tradition and practice and subject to the protective provisions outlined in §6E-43, HRS and §13-300, HAR.
4. Promote community awareness of the cultural sanctity of Keolonāhihi and Keākealaniwahine (Ka Lua O Ka Lani) and '*aha ho'omana na mea a pau*.
5. To support the creation of a Master Plan and Environmental Impact Statement for Keākealaniwahine, either through the State's actions or through the actions of a future lessee.
6. Ultimately, support the purchase/acquisition of Keolonāhihi and Keākealaniwahine (Ka Lua O Ka Lani) as a living cultural learning center for the practice of tradition, custom and genealogy through *oli, hula, and mo'olelo*, thereby preserving and perpetuating the culture, history and evolution of *kanaka maoli*, from past generations to future generations.
7. To support eventual negotiation of a lease agreement to replace this curator agreement.

CURATOR RESPONSIBILITIES

1. The CURATOR **with the assistance of the Volunteers/Advisors** will maintain the grounds within the Keolonāhihi complex as shown in Attachments 1 and 2. This shall be done with the utmost care to prevent damage to the structural integrity of the sites and the subsurface archaeological deposits. Weed-eaters, chain saws, machetes and other hand tools may be used. Weed eradication procedures will follow the guidelines in the Interim Management and Preservation Plan and herbicides with dissipation properties, such as round-up, may be used to control weeds and vegetation growth throughout the site. Low burning as practiced by State Parks, may be conducted.
2. The CURATOR ~~will~~ **may** designate a volunteer supervisor(s) and will ensure that all participants properly complete and submit State Parks volunteer waiver forms. The CURATOR may sponsor volunteer projects and educational *hua ka'i hele* (visitation), in

addition to their regular maintenance responsibilities. State Parks will be notified five (5) working days prior to projects or tours involving over 25 individuals.

3. The CURATOR will prohibit alcohol consumption, illegal drug use, littering, temporary or permanent residency, commercial activity or fund-raising within Keolonāhihi. Any and all such prohibitions will be strictly enforced.
4. The CURATOR will promote order and cleanliness at the site by maintaining trash receptacles in a culturally appropriate manner at locations that benefit the Keolonāhihi complex. All cut and gathered vegetation from the site shall be disposed of at designated areas.
5. The CURATOR will periodically check the site as a deterrent to potential vandalism and to prevent camping, squatting and property damage. Should any such activities or damage occur, the CURATOR will notify State Parks for assistance.
6. The CURATOR may undertake appropriate landscaping, watering and planting activities for the purpose of providing ground stabilization and minimizing erosion of the area. State Parks must approve a landscaping plan prior to implementing plantings and irrigation projects.
7. With State Parks approval, the CURATOR may retain professional services of cultural experts and archaeologists for the purposes of conducting archaeological work needed to fulfill the objectives of this agreement or to contribute to State Parks meeting the requirements of the historic preservation project review process (§6E-7 and §6E-8, HRS; Chapter 13-275, HAR). The archaeologist shall meet the professional qualifications established by §13-281-3, HAR, and hold a valid permit to conduct archaeological activities in Hawai'i in accordance with §13-282-3, HAR. If any state funds are applied, all applicable state procurement law shall be followed.
8. The CURATOR may propose amendments to this agreement in writing to undertake other tasks at Keolonāhihi. Depending on the scope of the proposed amendments, approval by the BLNR or its designee shall be necessary. Upon signed approval, the amendments will become a part of this agreement.

SPECIAL CONDITIONS

The CURATOR shall not:

1. Conduct or permit the occurrence of any commercial activity, including the sale of any items or advertising of commercial products, to be conducted in conjunction with the curation of Keolonāhihi;
2. Undertake or permit fund raising activities at Keolonāhihi;
3. Install interpretive devices at Keolonāhihi without the prior approval of State Parks;
4. Permit participants to possess, display, use/consume alcoholic beverages or illegal drugs at Keolonāhihi;
5. Permit any temporary or permanent residence to occur at Keolonāhihi;
6. Cause any significant disruption to normal park usage;
7. Undertake site improvements unless these tasks are covered in the curator agreement or in later amendments to each agreement;
8. Allow any gathering at the site that exceeds 25 persons without obtaining a Special Use Permit from State Parks.

RESPONSIBILITIES OF THE STATE

1. DLNR, in its sole discretion, will continue to manage and be responsible for the site area covered by this agreement and may issue permits, conduct archaeological and other research, and other investigative activities, install interpretive devices and regulatory signs, and implement management plans. DLNR will consult with the CURATOR on these activities.
2. State Parks agrees to provide the CURATOR with information relating to the site, including but not limited to archaeological and historical information, surveys of sites or structures, environmental impact statements, and plans regarding existing or proposed future uses of lands within the immediate area of the site. The State will assist the Curators, as needed, in the ongoing interpretation and implementation of the General Management Plan (1997), which will serve as the guide for projects within the site. The State shall have absolute and final authority as to the interpretation and implementation of the General Management Plan, the Interim Site Management and Preservation Plan (2008), and any subsequent plans.
3. The assistance of State Parks may be requested by the CURATOR for large clearing and hauling projects and with the use of herbicides, if needed. Such projects should be coordinated between the CURATOR, the State Parks District Superintendent, and the State Parks Archaeologist, in accordance with any required approved plans.

4. In accordance with §6E-7 and §6E-8, HRS, and Chapter 13-275, HAR, State Parks will be responsible for obtaining concurrence from the State Historic Preservation Division to proceed with proposals under this agreement that could have an effect on historic properties at Keolonāhihi and for submitting for review and approval any reports or plans prepared in compliance with Chapter 13-275 through Chapter 13-280, HAR.
5. Should the CURATOR request amendments to the agreement to facilitate projects or activities not presently included, the State will respond within thirty (30) days of receipt of the proposed amendments.
6. The STATE may make amendments to this agreement for reasons of public health and safety.
7. The CURATOR will be notified and consulted on proposed activities in the park. The CURATOR may be given the opportunity to assist in work at the park done by DLNR or approved by DLNR.

RESTRICTIONS ON THE CURATOR'S ROLE

1. The CURATOR may not undertake tasks, which are not specified in this agreement. This restriction is to protect Keolonāhihi and its resources. No matter how sincere the intent of the Curators, a fragile site can easily be damaged. The Curators may propose amendments to this agreement to undertake other tasks at the Keolonāhihi. These proposed amendments must be approved by the Board of Land and Natural Resources or its designee.
2. It must be emphasized that failure to get approval of additional tasks will likely lead to the revocation of the curator agreement and the potential pursuit of civil or criminal penalties under state law, including, but not limited to sections 6E-11, 6E-11.5, or 6E-11.6, HRS, if historic properties are damaged or altered without prior approval of the department.
3. It is the role of the CURATOR to help protect the historic properties covered by this agreement and to help provide public access for all the State's citizens. The curators are not the owner of Keolonāhihi and cannot restrict access.

SCHEDULED COMMUNICATION AND PROGRESS UPDATES

State Parks will make, at a minimum, two (2) agreed upon field checks per year to assure that terms of the agreement are being met by the CURATOR. Should any concerns arise, State Parks will inform the **Managing Director and the undersigned Volunteers/Advisors** of these

concerns in writing and suggest remedies. Reasonable time will be provided to correct the problem.

The ~~Curators~~ Managing Director as the coordinator for this curatorship agreement shall ~~will~~ submit an annual report to State Parks of its activities under this agreement, which may include an evaluation of the State's obligation of its commitments to the CURATOR, and to suggest remedies. Any of the undersigned Volunteers/ Advisors of this agreement may include additional amendments to the annual report as desired.

CHECKS TO INSURE PROPER SAFETY

1. The CURATOR agrees to perform their services in a safe and reasonable manner as may be reviewed and determined by State Parks. It is the CURATOR's responsibility to become acquainted with the procedures and tools necessary to perform these tasks and to monitor the actions of their group of volunteers.
2. Prior to commencement and periodically throughout the agreement, the CURATOR will conduct safety briefings with their Volunteers/ Advisors to ensure that they are aware of any potential safety hazards. The ~~Curators~~ Managing Director shall have all undersigned Volunteers/ Advisors ~~will have volunteers~~ sign the State Parks volunteer waiver forms (Attachment 3) and instruct all Volunteers/ Advisors in the proper method of performing their tasks. Failure or refusal of a Volunteers/ Advisor to sign the State Parks volunteer waiver form shall prohibit that individual from performing any task under this agreement.
3. The Division of State Parks is available to assist in providing safety presentations and written documentation on safety and proper methods of performing the work. An on-site evaluation, to discuss procedures, can be scheduled prior to the commencement of this agreement.

COORDINATION OF ACTIVITIES

The CURATOR shall designate a person to coordinate with the STATE on the activities under this agreement. The CURATOR shall be responsible for transmitting to the STATE the names of the individuals who will be performing services under this agreement.

INDIVIDUAL MEMBERS AND VOLUNTEERS OF CURATOR

The ~~members, volunteers, and invitees of the~~ CURATOR, Managing Director, and Volunteers/ Advisors who perform the Curator's responsibilities under this agreement will be

deemed to be volunteers for purposes of Chapter 90-4(4), HRS. As such, these persons when acting as volunteers are entitled to certain immunity from civil liability if acting in good faith and within the scope of the volunteer's official functions solely for the purposes of Chapter 662D, HRS.

The CURATOR and Volunteers/Advisors, may, at their own expense, during the term of this Agreement, purchase and maintain general liability insurance in an amount determined by the State to be sufficient to protect the CURATOR and Volunteers/Advisors against all risks of loss, damage or injury (including death) to persons or property, resulting from any action or operation under this agreement. The State of Hawaii shall be named as an additional insured in the insurance policy and given a copy of the policy.

TERM AND MODIFICATION OF THIS AGREEMENT

The term of this agreement is for ~~five (5)~~ **three (3)** years from the effective date. Either party may terminate this agreement after providing the other party with thirty (30) days written notice. This agreement may be amended only in writing signed by both the STATE and the CURATOR.

Annually on the month of commencement of this agreement, the State will provide an opportunity for other individuals and families to participate in this agreement. Through an amendment to this agreement, individuals and families may sign the agreement and be recognized as a ~~Curator~~ **Volunteers/Advisor** at Keolonāhihi SHP ~~by the State~~.

PUBLICITY

During the term of this agreement, the STATE may post a sign or signs that recognize the contributions of the CURATOR to the improvement of the park.

COMPLIANCE WITH LAW

The CURATOR shall comply with all applicable federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CURATOR's performance of this agreement.

PARK RULES

The rules of the Hawai'i state park system which are set forth in Hawai'i Administrative Rules, Title 13, Subtitle 6, Chapter 146, shall apply to the fullest possible extent to the implementation of this agreement.

IN VIEW OF THE ABOVE, the parties execute this agreement by their signatures, on the dates below, to be effective as of the date first above written. By signing, the person indicates they have the requisite authority to enter into this agreement on behalf of the organization indicated.

STATE

Approved by the Board of
Land and Natural Resources
at its meeting held on

_____.

(Signature)

Laura H. Thielen

(Print Name)

Chairperson

Board of Land & Natural Resources

(Print Title)

(Date)

BETTY C. KANUHA FOUNDATION

(Signature)

(Print Name)

(Print Title)

APPROVED AS TO FORM:

(Date)

Deputy Attorney General

VOLUNTEERS / ADVISORS

(Signature)

(Signature)

(Print Name)

(Print Name)

(Date)

(Date)

(Signature)

(Signature)

(Print Name)

(Print Name)

(Date)

(Date)

(Signature)

(Signature)

(Print Name)

(Print Name)

(Date)

(Date)

ACKNOWLEDGMENT

STATE OF _____)

: SS.

_____ COUNTY OF _____

On this _____ day of _____, 20____, before me appeared _____, to me known, to be the person described in and, who, being by me duly sworn, did say that he is the _____ of _____, the CURATOR named in the foregoing instrument, and that he is authorized to sign said instrument on behalf of the _____, and acknowledges that he executed said instrument as the free act and deed of the _____.

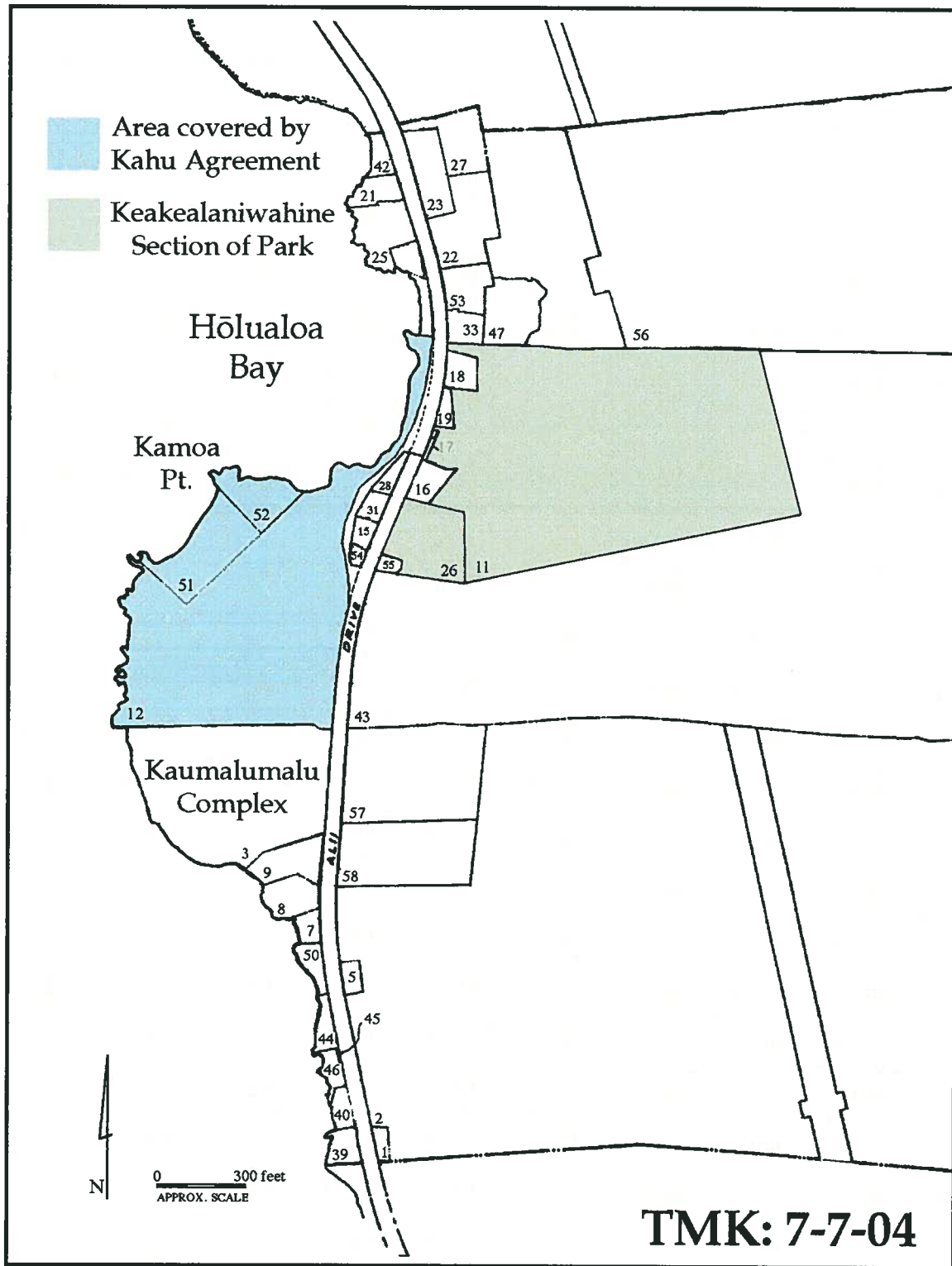
(Signature)

(Print Name)

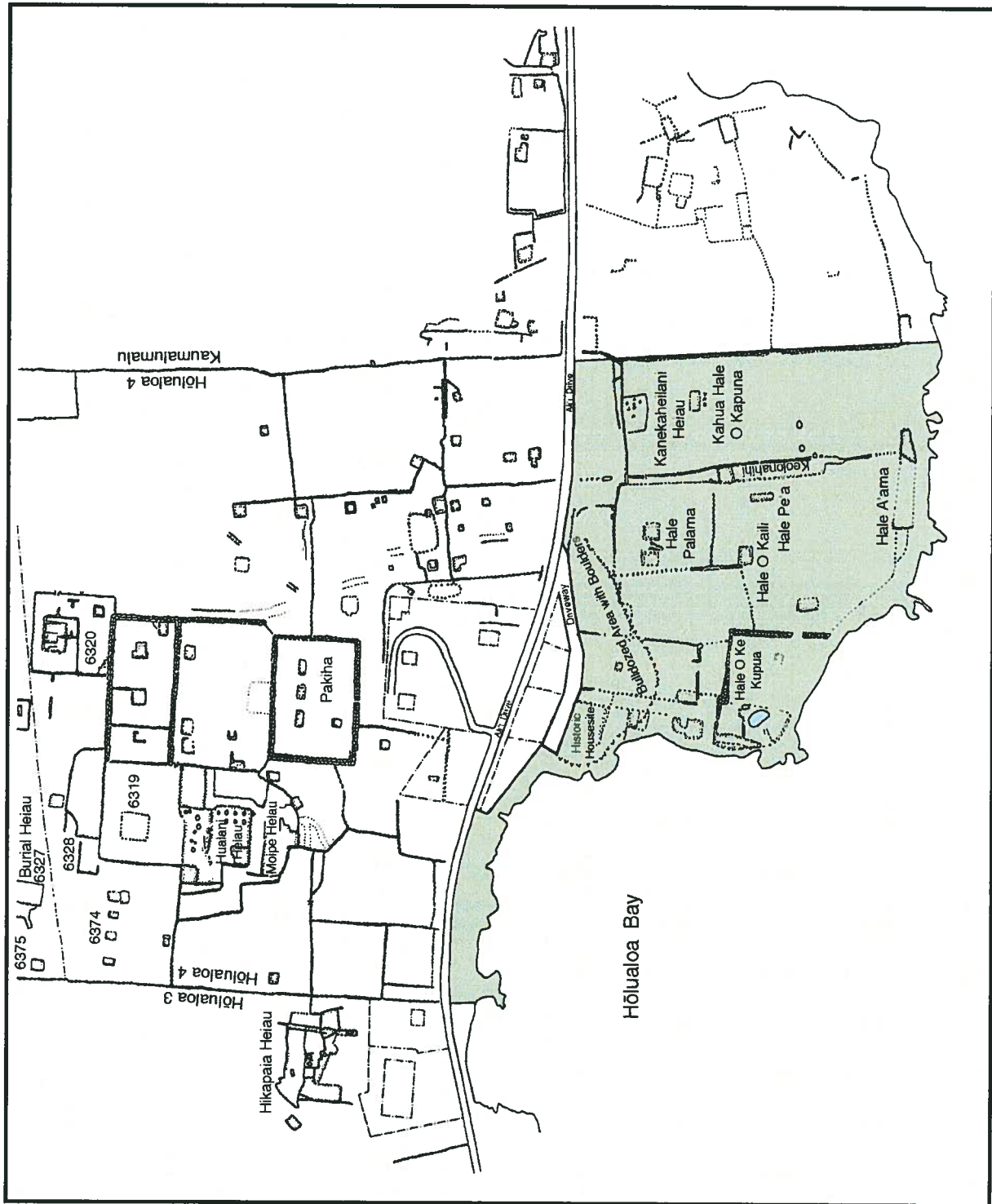
(Notary Seal)

Notary Public, State of _____

My commission expires: _____



ATTACHMENT 1
Portion of Keolonāhihi SHP covered by this Agreement (TMK: 7-7-04: 12, 51, 52).



ATTACHMENT 2

Map of the Keolonāhihi Complex and 12-acre area covered by this agreement.

CURATOR AGREEMENT FACT SHEET & VOLUNTEER WAIVER

Park/Site: _____

Name of Group or Organization: _____

Designated Volunteer Supervisor(s) and their contact numbers:

- 1.
- 2.

If you are a 501(C-3) non-profit, please include your ID number and date of incorporation:

ID No.: _____ Date: _____

Date of Agreement: _____

List members who are regularly involved in curator activity and titles if applicable:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____

Work Schedule:

Emergency Contacts (list names, telephone, pager or cellular numbers, in priority order):

1. _____
2. _____
3. _____

ATTACHMENT 3

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
AGREEMENT FOR INDIVIDUAL VOLUNTARY SERVICES

NAME: _____ PHONE: _____

ADDRESS: _____

DURATION OF AGREEMENT: START: _____ END: _____

I understand that I will not receive any compensation for the above work and that volunteers are NOT considered to be employees of the State of Hawaii for any purpose other than tort claims, and I understand that volunteer service is not creditable for leave accrual or any other employee benefits. I also understand that either the State of Hawaii, or I may cancel this agreement at any time by notifying the other party. I acknowledge that there are inherent risks and dangers associated with this activity and in particular have noted those risks listed below.

I understand that I will be assisting the State of Hawaii/Department of Land and Natural Resources in taking care of Hawaii's natural and cultural resources. I will be responsible for my equipment and supplies. I will be responsible for all aspects of the actual work project, and the safe use and proper care of hand tools including, but not limited to: Machetes, Saws, Hand Axes, Pry bars, Sled Hammers, Gardening and Painting Equipment.

I am in good physical shape, and will be self sufficient while at the work project site. I have informed the State, of any mental, physical and/or medical conditions that may increase the risk of harm to myself or others while engaging in the activities described in this document. I understand I should wear footwear with good traction and should have clothing suitable for work in both rainy, wet, and hot, dry conditions, when working in the field. I understand that the duration of the project may be less than eight hours in length, however, in the even of inclement weather the work day may be either shortened or extended at the discretion of the State. These and other activities will be taking place in potentially remote areas. I am aware that there are inherent risks and dangers associated with field work. They include but are not limited to:

• gusty winds	• paint, fuel and oil fumes
• sharp and or slippery rocks	• thorny plants/potentially dense vegetation
• stinging or biting insects and spiders	• lack of reliable communication
• portable or no bathroom facilities	• no telephones
• steep drop-offs	• work on, in or near water
• no potable (drinking) water	• wet and slippery roads
• rugged terrain	• herbicides
• sharp tools	• work in a hunting area
• lack of medical facilities	• steep and slippery trail and river crossings
• wild animals	• flash floods
• harsh weather conditions, ranging from hot and humid to wet and cold	• diseases caused by water, air, or animal vectors

I agree to hold harmless and indemnify the State of Hawaii, its officers, agents, employees, and other volunteers from any activities as a volunteer or the activities of the State of Hawaii, its officers, agents, employees or other volunteers.

I understand I am also signing on behalf of any minor that is under my care during the duration of the volunteer activity. I further agree that I will be responsible either for personally supervising the minor or for making arrangements for the supervision of the minor by another responsible adult.

I hereby volunteer my services as described above, to assist the State of Hawaii/ Department of Land and Natural Resources in its authorized work.

Signature of Volunteer
(or Minor's guardian)

Date

Minor's Name(s): _____

Based upon the above agreement and understanding, the State of Hawaii agrees, while this arrangement is in effect, to accept your services as a volunteer.

Laura H. Thielen, Chairperson and Member
Board of Land and Natural Resources